



King County

1200 King County
Courthouse
516 Third Avenue
Seattle, WA 98104

Meeting Agenda

King County Ferry Board Executive Committee

Boardmembers: Joe McDermott, Chair; Julia Patterson, Vice-Chair; Rod Dembowski

1:30 PM

Wednesday, September 11, 2013

Southwest Conference Room

1. Call to Order
2. Roll Call
3. Approval of Minutes of August 21, 2013 **page 3**

Management Reports

4. Paul Brodeur, Director, Marine Division
5. Horace Francis, District Accountant

Items for Final Action by the Executive Committee

6. Approval of invoices **page 5**

Items for Recommendation to the Board of Supervisors

7. Resolution authorizing hiring of District administrator **page 11**

Briefing

8. Ferry District 2014 annual budget

Erik Sund

9. Other Business

10. Adjournment



*Sign language and communication material in alternate formats can be arranged given sufficient notice (206-1000).
TDD Number 206-1024.
ASSISTIVE LISTENING DEVICES AVAILABLE IN THE COUNCIL CHAMBERS.*



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King County

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516 Third Avenue
Seattle, WA 98104

Meeting Minutes - Final King County Ferry Board Executive Committee

*Boardmembers: Joe McDermott, Chair; Julia Patterson,
Vice-Chair; Rod Dembowski*

11:00 AM

Wednesday, August 21, 2013

Yellowstone Conference Room

SPECIAL MEETING

Yellowstone Conference Room
Room 553 King County Administration Building
500 4th Avenue
Seattle, WA 98104

1. **Call to Order**

The meeting was called to order at 11:02 am.

2. **Roll Call**

Present: 2 - Mr. McDermott and Mr. Dembowski

Excused: 1 - Ms. Patterson

Interview

3. King County Ferry District Administrator position

The committee went into executive session at 11:06 to evaluate the qualifications of applicants for public employment as provided in RCW 42.30.110.

The committee came out of executive session at 11:35 am.

4. **Adjournment**

The meeting was adjourned at 11:36 am.

Approved this _____ day of _____.

Clerk's Signature

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September 2013 Invoice Summary

Vendor	Invoice #	Amount
Interfund Transfers		
Marine Division – operating – Jolly 2013 page 6	107	\$614,592.38
Marine Division – capital - July 2013 page 7	108	\$86,338.93
Warrants		
Inslee Best – April 2013 page 9	194589	\$1,705.00
Where publication page 10	SG459674	\$931.00

**King County Department of Transportation
Marine Division
Ferry District Operating Billing Summary**

Operating Invoice #107

Summary by Cost Center

Description	July Expenditures	Year-to-Date Expenditures
Management & Administration	\$ 155,678.53	\$ 975,232.23
Ops & Mtce - Maintenance	\$ 57,431.28	\$ 450,325.57
Ops & Mtce - Operations	\$ 161,933.85	\$ 1,288,505.19
Shoreside Operations	\$ 239,548.72	\$ 387,267.08
Grand Total	\$ 614,592.38	\$ 3,101,330.07

Summary by Route

Description	July Expenditures	Year-to-Date Expenditures
Management & Administration	\$ 155,678.53	\$ 975,232.23
West Seattle Route Operations & Maintenance	\$ 302,883.14	\$ 1,403,224.57
Vashon Island Route Operations & Maintenance	\$ 156,030.71	\$ 722,873.27
Grand Total	\$ 614,592.38	\$ 3,101,330.07

The expenditures continue to be presented in two views, including the operations and maintenance costs lumped together and the operations and maintenance costs broken down by route using the service hours allocation split of 66% West Seattle and 34% Vashon Island service.

Highlights:

Management & Administration

This includes all office staff salaries and central cost allocations. Central costs include the monthly service fee for County Roads Human Resource Services - \$3,316. Quarterly expenses for the 3rd quarter include: 1.) KC Information Technology Services - \$11,910, 2.) Financial Management Services - \$70,615, 3.) Major Maint. Reserve - \$704 and 4.) Insurance Services fee -\$4,809. Also included is the annual fee for the Central Info Technology Capital Improvement Project of \$2,304.

**King County Department of Transportation
Marine Division
Capital Project Summary Expenditures**

**Summary Ferry District Billing for July 2013 - Capital
Invoice #108**

Description	July Expenditures	Second Quarter Expenditures	First Quarter Expenditures	Year To Date Expenditures	Life To Date Expenditures
Fund 3591 Central Costs	\$ -	\$ -	\$ -	\$ -	\$ 2,510.57
Demonstration Terminal Facilities	\$ -	\$ -	\$ -	\$ -	\$ 8,512.13
Seattle Ferry Terminal (Longterm)	\$ -	\$ -	\$ -	\$ -	\$ -
MD Pier 50 Terminal Improvements [Seattle (Interim)]	\$ -	\$ 31,522.67	\$ 19,728.90	\$ 51,251.57	\$ 402,251.79
MD Vessel Acquisition 1 [Vessel Acquisition 1]	\$ 13,413.77	\$ 46,914.44	\$ 40,375.92	\$ 100,704.13	\$ 229,166.49
MD Seacrest Terminal Improvements [Seacrest Interim]	\$ -	\$ 7,011.88	\$ 6,737.25	\$ 13,749.13	\$ 1,920,326.86
MD Vashon Terminal Improvements [Vashon Terminal]	\$ 1,520.75	\$ 78,215.08	\$ 23,896.90	\$ 103,632.73	\$ 369,461.38
MD Moorage Maintenance Barge [Interim Moorage/ Maintenance Facility]	\$ 2,664.41	\$ 188,178.86	\$ 20,362.97	\$ 211,206.24	\$ 5,773,733.14
MD Marine Vessel Leases [Vessel Leases]	\$ 68,740.00	\$ 218,316.00	\$ 211,812.00	\$ 498,868.00	\$ 3,781,965.77
Total Expenditures	\$ 86,338.93	\$ 570,158.93	\$ 322,913.94	\$ 979,411.80	\$ 12,487,928.13

King County Department of Transportation
Marine Division
Capital Project Detail Expenditures

Project Phase Monthly Billing for Ferry District Capital
Based on July 2013 Billing Detail

Project Number	Legacy Project Number	Project Name	Major Program Category									Total Available Budget as of 8/01/13
			2013 Capital Budget - FD	Planning	Preliminary Design	Final Design	Construct, Implement	Close-out	Acquisition	Period Total	Year To Date Total	
0	0	Fund 3591 Central Costs	\$ -							-	-	\$ -
1111714	359170	Demonstration Terminal Facilities	\$ -							-	-	\$ -
1111718	359131	Seattle Ferry Terminal	\$ 3,630,000							-	-	\$ 3,630,000
1111724	359130	MD Pier 50 Terminal Improvements [Seattle (Interim)]	\$ 381,077							-	51,251.57	\$ 329,825
1111725	359110	MD Vessel Acquisition 1 [Vessel Acquisition 1]	\$ 12,583,598		12,887.76	526.01				13,413.77	100,704.13	\$ 12,482,894
1111729	359150	MD Seacrest Terminal Improvements [Seacrest Interim]	\$ 5,124							-	13,749.13	\$ (8,625)
1111731	359140	MD Vashon Terminal Improvements [Vashon Terminal]	\$ 481,247			1,285.74	235.01			1,520.75	103,632.73	\$ 377,614
1111734	359120	MD Moorage Maintenance Barge [Interim Moorage/Maintenance Facility]	\$ -				2,664.41			2,664.41	211,206.24	\$ (211,206)
1111735	359100	MD Marine Vessel Leases [Vessel Leases]	\$ 1,455,000				68,740.00			68,740.00	498,868.00	\$ 956,132
Total			\$ 18,536,046	-	12,887.76	1,811.75	71,639.42	-	-	86,338.93	979,411.80	\$ 17,556,634

This invoice includes expenditures that were incurred in July 2013.

Seattle Ferry Terminal - No expenses recorded in July 2013.

MD Pier 50 Terminal Improvements [Seattle (Interim)] - No expenses recorded in July 2013.

MD Seacrest Terminal Improvements [Seacrest Interim] - No expenses recorded in July 2013.

MD Vashon Terminal Improvements [Vashon Terminal] - Expenses recorded in July 2013 include KCIT cost associated with the installation of the Variable Message Sign.

MD Moorage Maintenance Barge [Interim Moorage/Maintenance Facility] - The Interim Maintenance Barge expenses include labor costs for the Roads Project Manager and support staff to manage the barge capital project. The MD Moorage Maintenance Barge was anticipated to be completed in 2012, so there was no budget planned for 2013. This will be addressed through a supplemental budget request during 2013.

MD Vessel Acquisition 1 [Vessel Acquisition 1] - The Vessel Acquisition expenses include labor cost for the Transit Project Control Office review and processing of payments to vendors, and to KC Roads for project management and engineering support. Included in the July invoice is a \$12,442 payment to vendor, HMS Consulting for project management and the development of performance specifications.

MD Marine Vessel Leases [Vessel Leases] - The Vessel Lease project has one month of vessel lease payments.

INSLEE, BEST, DOEZIE & RYDER, P.S.
P.O. BOX 90016
BELLEVUE, WA 98009-9016
(425) 455-1234
TAX ID # 91-0872275

RECEIVED
2013 SEP -4 PM12:57

King County Ferry District
Attn: Anne Noris
516 Third Ave., Room W-1039
Seattle, WA 98104

CLERK
KING COUNTY COUNCIL
INVOICE DATE 09/03/13
INVOICE NO. 194589
ACCOUNT NO. 361394-0001

RE: K.C. Ferry District - General

Amount Due from Previous Statement	\$	2,453.32
Payments Received Since Previous Statement	\$	(2,453.32)
Last Payment Received On 08/29/13		
Account Adjustment	\$.00
Finance Charge	\$.00
BALANCE FORWARD	\$	<u>.00</u>

FOR LEGAL SERVICES RENDERED THROUGH 07/31/13:

DATE	ATTY	DESCRIPTION	HOURS	AMOUNT
07/01/13	RPK	Telephone conference with J. Ritchie re Colman Dock.	.50	137.50
07/08/13	RPK	Colman Dock: telephone call to T. McGuigan; telephone call to P. Brodeur; telephone call to J. Ritchie.	2.30	632.50
07/09/13	RPK	Colman Dock: Telephone conference with J. Ritchie; preparation of email to P. Brodeur and M. Allison.	2.20	605.00
07/10/13	RPK	Colman Dock: Review revised WSF discussion draft; review J. Ritchie email; email to P. Brodeur and M. Allison.	.40	110.00
07/26/13	RPK	Colman Dock: Commence review of WSF draft of MOU; email to P. Brodeur, M. Allison and J. Ritchie; email to M. Allison.	.70	192.50
07/31/13	RPK	Colman Dock: Review M. Allison email; email to M. Allison.	.10	27.50

Total Fees This Invoice \$ 1,705.00

TOTAL FEES AND COSTS THIS INVOICE \$ 1,705.00
TOTAL AMOUNT DUE NOW \$ 1,705.00

KC Ferry District Exec Comm

9-11-13

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INVOICE NUMBER

SG459674



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INVOICE DATE

08/01/13

INVOICE #

SG459674

IF PAYING BY CREDIT CARD, PLEASE COMPLETE THIS SECTION

SELECT ONE: ☐ Visa® ☐ MasterCard® ☐ Discover® ☐ Amex®

CARD NUMBER

CARD HOLDER NAME (Please Print)

EXP. DATE

SIGNATURE

TELEPHONE NO.

Fax payments to: (706) 821-6628

BILL TO:

KING COUNTY FERRY DISTRICT
Attn: ANN NORIS
516 3RD AVE # E-1204
SEATTLE WA 98104-2385

REMITTANCE ADDRESS

MORRIS VISITOR PUBLICATIONS, LLC
PO BOX 1584
AUGUSTA GA 30903

KC Ferry District Exec Comm

9-11-13

10

..title

A RESOLUTION relating to the organization of the King
County Ferry District, and authorizing the chair to enter into an
employment agreement for the District Administrator position.

..body

WHEREAS, the King County Ferry District board has determined that the King County
Ferry District requires staff support from an employee; and

WHEREAS, the King County Ferry District advertised for District Administrator
services in 2013; and

WHEREAS, the King County Ferry District evaluated applicants and interviewed
finalists; now, therefore

BE IT RESOLVED BY THE BOARD OF THE KING COUNTY FERRY
DISTRICT:

The chair of the King County Ferry District is authorized to enter into an employment
agreement substantially in the form attached, Attachment A to this resolution, between the
District and _____.

Employment Agreement for King County Ferry District Administrator

This Employment Agreement ("Agreement") is made and entered into between KING COUNTY FERRY DISTRICT, King County, Washington ("District") X ("Administrator") to describe the terms and conditions of the Administrator's employment by the District.

1. Effective Date and Term

This Agreement shall be effective on X and shall continue in effect absent prior termination in accordance with the terms of this Agreement.

2. Responsibilities and Duties

The Administrator shall serve as the District's chief administrative employee and shall be in charge of the District's daily management and operations, and serves as the District's representative in effectuating the consolidation. The Administrator shall perform such legally permissible and proper duties and responsibilities as are provided for by federal, state and local laws and by District resolutions. The Administrator shall report to the Board of Supervisors and shall carry out and perform directives and requests of the Board and the Executive Committee that are consistent with the duties, powers and responsibilities of the position. The parties are aware that the Legislature may pass legislation that authorizes the King County Council to assume that District and consolidate it into King County government. The Administrator understands and agrees that any assumption and consolidation may affect the duties and responsibilities of the Administrator.

3. Employment Status and Compensation

The Administrator shall be an "at will" full-time employee of the District and shall be an exempt employee under the Fair Labor Standards Act, receiving no monetary compensation for overtime. The District shall pay the Administrator on a bi-weekly basis, based on an annualized salary of \$X, in accordance with payment procedures determined by the Board of Supervisors or Executive Committee.

4. Performance Review

The Executive Committee shall evaluate the Administrator's performance and compensation, including salary and paid time off, following 90 days after employment and annually thereafter. The review and evaluation shall be in accordance with criteria developed in advance jointly by the Executive Committee and the Administrator. If the Executive Committee issues a written performance evaluation, it shall provide adequate opportunity for the Administrator to review and respond to a draft of the evaluation before it is issued in final form.

5. Benefits

The District shall provide and pay to the Administrator during his term of employment the following benefits:

a. Paid Days Off. The Administrator shall be entitled to 14 days of paid time off for vacation or sick leave. Accrual shall begin on the commencement date of the Administrator's employment and accrue in equal amounts based on the annual entitlement divided by the District's twenty-six biweekly payroll periods. Paid time off accruals shall be available for use by the Administrator immediately upon accrual. The Administrator may carry over to any subsequent employment agreement with the District no more than 5 days of paid leave.

b. Holidays. The Administrator shall have the holidays stated in the definition of "legal holidays" in RCW 1.16.050.

c. Retirement. The District shall enroll the Administrator into the Public Employee Retirement System of Washington and shall make all required contributions on the Administrator's behalf.

d. Medical insurance. The District shall reimburse the Administrator for up to \$600.00 per month of premiums for medical and dental insurance coverage.

6. Reimbursable Expenses

The District shall reimburse the Administrator for reasonable and necessary expenses incurred in the course of District business, as allowed by District policies and procedures or as specifically authorized by the Executive Committee. The District shall reimburse the Administrator for use of his personal vehicle to conduct District business at the standard Internal Revenue Service mileage rate.

7. Hours of Work--Working Facilities

Because the Administrator will devote a substantial amount of time outside normal office hours to conduct the business of the District, the Administrator shall be allowed to establish an appropriate work schedule; provided, that the Executive Committee shall establish the minimum hours per week to be spent by the Administrator in the District office. The Administrator is expected to work at least 40 hours per week.

The District shall provide for the Administrator an office in the King County Courthouse, together with use of normal and usual office equipment, including but not limited to desk, computer and telephone and access to photocopy and facsimile machines.

8. Professional Development

As approved and authorized in advance by the Board of Supervisors or the Executive Committee, and consistent with District travel policies and procedures, the District shall pay for Administrator's participation in and attendance at seminars and courses in subject areas of relevance to District business and the Administrator's responsibilities and duties.

9. Termination of Employment

The Board of Supervisors may terminate the Administrator and this Agreement for one or more of the following reasons:

- a. Administrator's death.
- b. Majority vote of the Board of Supervisors.
- c. Mutual agreement of the parties in writing.
- d. "For Cause." The term "for cause" shall mean:
 - i. Conviction of, plea of guilty to, or no contest of (1) a felony, or (2) a misdemeanor involving fraud, embezzlement, theft, dishonesty or criminal conduct against the District;
 - ii. Failure to perform or observe any substantial lawful obligation of employment that is not remedied within fifteen (15) days after written notice from a majority of the Board of Supervisors;
 - iii. Repeated neglect of duties and responsibilities under this Agreement;
 - iv. Failure to perform duties and responsibilities in a professional and responsible manner consistent with generally accepted standards of the profession; or
 - v. Material breach of this Agreement.The Administrator may resign voluntarily following at least 60 days prior written notice. In the event of the Administrator's resignation, the District reserves the right, in its discretion, to earlier terminate the Administrator's employment and to pay the Administrator his regular base salary through the effective resignation date, in lieu of his working the entire notice period.

10. Other Employment or Work

The Administrator shall remain in the exclusive employ of the District. The Administrator may perform consulting services that are consistent with District ethics rules and that, in the opinion of the Executive Committee, will not interfere with the proper performance of the Administrator's duties and responsibilities.

11. Addresses for Notices and Deliverable Materials

All notices and other material to be delivered under this Agreement shall be in writing and shall be delivered or mailed to the following addresses:

King County Ferry District
Attention: Board of Supervisors
1200 King County Courthouse
516 Third Avenue
Seattle, Washington 98166

Administrator

or such other addresses as either party may, from time to time, designate in writing.

12. Entire Agreement; Amendment

This Agreement constitutes the entire agreement between the parties, and shall supersede, modify, and/or rescind all prior written or oral understandings and agreements between the parties. This Agreement may be amended only by written agreement signed by the parties.

Chair, Joe McDermott

Date

Administrator

Date